



**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

**NEW FREEDOM: TAXICAB SERVICES PROGRAM
APPENDIX A**

RFP STATEMENT OF WORK

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NEW FREEDOM: TAXICAB SERVICES PROGRAM

APPENDIX A: STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Introduction

1.1.1 This Statement of Work (SOW) establishes the minimum required tasks Contractor shall provide in support of the New Freedom: Taxicab Services Program (Program), administered by the County of Los Angeles, Community and Senior Services (County) to eligible individuals, otherwise referred to herein as "Client(s)" as codified by 49 USC 5317 under the Federal Transportation (FTA) New Freedom Program requirements. Contractor shall provide Services based on guidelines and standards established by the Los Angeles County Metropolitan Transportation Agency (LACMTA) and County Program Memoranda and Directives. In addition to the eligible Clients noted above, Contractor shall be required to provide Services ("Services") to eligible individuals, including the elderly, eligible Dependent Adults and or individuals with disabilities, and Adult Protective Service (APS) Clients, as further defined in Exhibit P of Appendix C (Sample Contract), who reside in Los Angeles County. The Program will also be open to the general public and services shall be provided based on County approval.

1.1.2 Contractor shall provide priority of Services to two targeted populations as described below:

1.1.2.1 Any individual who is an Elder or an eligible Dependent Adult and is endangered and/or at-risk due to abuse by another individual or through self-neglect and without the ability to provide for their own transportation. These individuals will be referred to as County Adult Protective Services (APS) Clients. Applicable points of origin for these Clients shall be in all incorporated and unincorporated areas of Los Angeles County; and

1.1.2.2 Eligible Individuals, as codified at 49 USC 5317 (under the Federal Transportation Administration (FTA) New Freedom Program requirements, as well as all applicable additional Program service standards established by the Los Angeles County Metropolitan Transportation Agency (LACMTA) and County Program Memoranda/Directives. Applicable points of origin for these Clients shall be in areas that meet both of the following requirements:

1.1.2.2.1 The point of origin must be within Los Angeles County, and

1.1.2.2.2 The point of origin must be within the Los Angeles-Long Beach-Anaheim Urbanized Area (UZA ID 60020) as determined by the United States Census Bureau.

1.1.2.2.3 For a list of cities and zip codes covered by the overlap of these regions, please see Appendix B (Statement of Work Exhibits), Exhibits 6, 7, and 8.

1.2 Eligibility Criteria

- 1.2.1 County will determine Program eligibility and priority of service to Eligible Individuals as identified in Subparagraph 1.1.2, who reside in Los Angeles County.
- 1.3 Contractor shall be ready to provide Services to Clients who reside in Los Angeles County.
- 1.4 Contractor shall maintain proper Program documentation in accordance with Paragraph 10.0, Specific Work Requirements, to substantiate the Services provided and that Client eligibility and contract reimbursement for Services are met.
- 1.5 Contractor shall comply with all applicable Federal, State and County policies and regulations including, but not limited to: informational bulletins and directives.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of County, and shall comply with Contract Subparagraph 9.9 (Modifications), as applicable.
 - 2.1.1 Contractor shall inform County in writing and receive written County approval at least 60 days prior to a relocation of Contractor's office or site location(s).
 - 2.1.2 Services or work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency need arise, request for Service or work hour modifications will be reviewed by County (Program Analyst) on a case-by-case basis.
- 2.2 All changes must be made in accordance Contract Subparagraph 8.1 (Amendments).

3.0 QUALITY CONTROL

- 3.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:
 - 3.1.1 Method of monitoring to ensure that Contract requirements are being met;
 - 3.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined Contract Subparagraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

Contractor is mandated to attend all scheduled meetings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.1.1 Contractor is required to attend all County Program mandated meetings. Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend either face-to-face or WebEx meetings pursuant to Appendix B (Statement of Work Exhibits), Exhibit 2 (Performance Requirements Summary Chart).

4.1.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the services provided. These meetings may be called by County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.2 Contract Discrepancy Report (Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 DEFINITIONS

For a listing of Definitions for this Program, refer to Contract Exhibit P (Definitions).

6.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract according to Contract Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract Subparagraph 8.1 (Amendments).

6.2 INTENTIONALLY OMITTED

CONTRACTOR

6.3 Project Director

- 6.3.1 Contractor shall provide a full-time Project Director or designated alternate. County must have access to the Project Director during all hours, 365 days per year.
- 6.3.2 Responsibilities:
 - 6.3.2.1 Project Director shall plan, organize, and direct all administrative and operational activities related to the Program and ensure all Services are delivered under this Contract and within the established time frames specified by County.
 - 6.3.2.2 Project Director or designee shall have full authority to act on behalf of Contractor on all contract matters relating to the daily operations of this Contract.
 - 6.3.2.3 Project Director or designee shall be available to County during all hours of operation to oversee the daily activities.
 - 6.3.2.4 Project Director shall serve as the coordinator/liaison for all Services under this Contract, ensuring that any overall communications relevant to the provision of services to Clients' are conveyed to appropriate personnel.
 - 6.3.2.5 Project Director shall ensure all staff completes a background check covering the past ten (10) years.
 - 6.3.2.5.1 Staff who have lived in another State within the past ten (10) years must have a similar background check from those States as well.

- 6.3.2.5.2 Project Director shall ensure that live telephone contact with Contractor staff is available to Clients, referral sources, and County during Contractor hours of operation.
- 6.3.2.5.3 Project Director shall ensure that each of the Contractor site(s) have a telephone answering machine or voice mail system in place during non-business hours.

6.3.3 Minimum Education, Experience, and Qualifications:

- 6.3.3.1 The Project Director must have at minimum two (2) years of administrative experience in the field of taxicab operations.
- 6.3.3.2 The Project Director shall demonstrate the following:
 - 6.3.3.2.1 Ability to speak, read, write, and understand English fluently;
 - 6.3.3.2.2 Ability and experience to provide guidance on decisions requiring judgment to assist with problem situations and expertise in taxicab operations.

6.4 ACCOUNTING STAFF

- 6.4.1 Contractor staff shall include at a minimum one full-time staff person who has knowledge of basic Accounting principles, as further described in Sub-paragraph below.
 - 6.4.1.1 Responsibilities: The accounting staff person will be responsible for all fiscal matters related to the Program.
- 6.4.2 Minimum Experience and Qualifications:
 - 6.4.2.1 Ability to speak/read/understand English fluently;
 - 6.4.2.2 Bachelor's degree from an accredited university in Accounting or Business Finance
 - 6.4.2.3 One year of accounting experience at a level distinguished by the responsibility for performing the fiscal functions relating to Federal grants management.
 - 6.4.2.2 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Services, including, but not limited to: Office of Management and Budget regulations (OMBs), Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFRs) sections, and Generally Accepted Government Auditing Standards (GAGAS).

6.5 Personnel

6.5.1 Contractor shall assign a sufficient number of employees with the appropriate education, licensure, and experience to perform the required work described in this Statement of Work, and capable of establishing effective communication with Clients and County. Contractor shall always have a staff member that speaks and understands English with the authority to act on behalf of Contractor in every detail, available during work hours. Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County for Contractor necessary to provide Services herein. Such personnel shall meet all qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.

6.5.2 Contractor shall be required to background check their employees as set forth in Contract Subparagraph 7.4 (Background & Security Investigations).

6.5.3 Use of Volunteers

Volunteers may be recruited, trained and used by Contractor to expand the provision of Services, except that in no cases shall Volunteers be used as drivers. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Contractor and shall report to the Project Director or another employee of Contractor as designated by the Project Director. If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Clients.

6.6 Identification Badges

6.6.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in Contract Subparagraph 7.3 (Contractor's Staff Identification).

6.7 Materials and Equipment

The purchase of all materials/equipment to provide the needed Services is the sole responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and any volunteers.

6.8 Training

6.8.1 Contractor shall provide training programs for all new staff and continuing in-service training for all staff. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services. Staff must be qualified, sufficient in number to deliver Services adequately and promptly, and capable of establishing effective communication with Clients.

- 6.8.2 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and volunteers).
- 6.8.3 Contractor's Project Director shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.
- 6.8.4 Training shall include, but is not limited to: providing information concerning new directives and regulations issued by County. County will provide relevant and applicable Training, including instruction and guidance and as determined by County Contractor's designated staff are required to attend all County Trainings.
- 6.8.5 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by County and held at County's facility or another site as determined by County.
- 6.8.6 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to Appendix C (Sample Contract) Subparagraph 9.13 (Probation and Suspension), and any other applicable remedies.

6.9 Contractor's Office

- 6.9.1 Contractor is encouraged to maintain an office in Los Angeles County with a telephone in the company's name where Contractor conducts business. Regardless of location, the office shall be open and available to provide Services 24 hours a day, seven (7) days a week, by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When office staff is not available to answer calls, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. Contractor shall always have a staff member with the authority to act on behalf of Contractor available during work hours.
- 6.9.2 If a Contractor does not maintain an office in Los Angeles County, Contractor shall ensure accessibility for Clients and local County entities to reach Contractor's office, by either having a satellite office in Los Angeles County and/or having a toll-free number available to Clients and County staff. The office shall be open and available to provide Services 24 hours a day, seven (7) days a week, by at least one (1) employee who can respond to inquiries and complaints which may be

received about Contractor's performance of the Contract. When office staff is not available to answer calls, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. Contractor shall always have a staff member with the authority to act on behalf of Contractor available during work hours

- 6.9.3 Contractor shall publicly display at all Contractor office location/sites the days and hours of operation for the provision of contracted Services.
- 6.9.4 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.

6.10 Multilingual and Multicultural Capabilities of Contractor Staff

- 6.10.1 Contractor must provide Services in the primary/native language of the Client or in areas where a significant number of Clients do not speak English as their primary language. Contractor shall make efforts to employ staff and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Client to provide his/her own interpreter.
- 6.10.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.10.3 In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

6.11 Collaborations

- 6.11.1 Contractor may form collaborations with County and City of Los Angeles contractors providing Services, and other community organizations providing similar or related functions to the Services required in this Contract in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Clients. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations and Contract requirements, and follow appropriate protocols.

6.11.2 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract, any amendments thereto, and all applicable laws; and, shall not disclose Client information without written consent from County and the Client.

7.0 HOURS/DAY OF WORK

- 7.1 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services. Contractor shall ensure that availability for Services is appropriate for the demographics associated with the Program service area (site location).
- 7.2 Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor office or site location(s).
- 7.3 Prior to modifying or terminating services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of the County, and shall comply with Contract Subparagraph 9.9 (Modifications), as applicable.

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure no disruption in Services.

9.0 UNSCHEDULED WORK

- 9.1 County Project Manager or his designee may authorize Contractor to perform unscheduled work - when the need for such work arises out of extraordinary incidents such as acts of God or third party negligence.
- 9.2 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.3 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 The guidelines described below establish the standards, tasks and duties for the provision of Services, including units of measurement and rates of reimbursement for Services provided.

10.1.1 Contractor shall provide, coordinate, and dispatch taxicab services for County APS Clients and other eligible Clients, as defined in Subparagraph 1.1. Contractor shall pick up Clients from designated locations for transport to another location, as instructed by County, 24-hours-a day, 7 days-per-week, in compliance with all mandated Program policies and procedures in addition to any regulations and guidelines as determined by the agency and/or commission regulating taxicab licensure for the Contractor's service area.

10.1.2 When an eligible Client notifies County staff of the need for taxicab service, appropriate County staff will approve and coordinate the taxicab reservation with the Contractor either through a phone reservation or through a password-protected online account reservation system. Contractor shall provide Services at the direction of County.

10.1.3 Contractor and any subcontractors must have vehicles and equipment available that can provide support and secure wheelchair-bound Program Clients as needed and when requested by County staff.

10.1.4 Contractor shall make provisions for maintaining their Service vehicle's accessibility features (e.g., ramps, lifts, etc.), and for use with service animals, service to persons with respirators or portable oxygen, and shall provide announcements of stops on fixed route service, and any other requirements established in 49 CFR Part 37, Subpart G.

10.1.5 Contractor shall ensure that all taxicab operators:

10.1.5.1 Shall be a minimum of 18 years of age;

10.1.5.2 Shall possess a current Class C California Driver's License;

10.1.5.3 Shall not be afflicted with either a physical or mental incapacity that would preclude him/her from safely operating a taxicab and performing the duties normal to such profession;

10.1.5.4 Shall be fingerprinted for a criminal record check, and;

10.1.5.5 Have no record of violent crimes or any other felony convictions.

10.1.6 Contractor shall not hire taxicab operators if they have a record of any of the following:

10.1.6.1 Driving under the influence of drugs or alcohol;

- 10.1.6.2 Reckless driving/driving to endanger;
- 10.1.6.3 Leaving the scene of an accident;
- 10.1.6.4 Driving without a license;
- 10.1.6.5 Driving with a suspended license;
- 10.1.6.6 More than three (3) moving violations within the last three years with a maximum of two violations within the last year or more than two chargeable vehicle accidents within the last three years with a maximum of one within the last year, pursuant to Section 615 of the Taxicab Rules and Regulations of the Board of Taxicab Commissioners, City of Los Angeles;
- 10.1.6.7 Driving without required insurance coverage and;
- 10.1.6.8 Driving an unregistered vehicle.
- 10.1.7 Contractor shall be enrolled in the California Department of Motor Vehicles ("DMV") Employer Pull Notice Program ("EPN").
- 10.1.8 When providing Services, Contractor's taxicab operator shall:
 - 10.1.8.1 Have a valid and current California State Driver's License.
 - 10.1.8.2 Perform a daily pre-trip inspection before performing Services to ensure the vehicle is inspected for compliance with safety requirements (e.g., proper tire inflation and tire wear; properly functioning headlamps, taillights, and turn-signal indicators; functional seat belts, windshield wipers, check fluid levels and leaks, functional vehicle safety features, etc.) and have a properly functioning communication device that can be used to communicate with Contractor's dispatch personnel.
 - 10.1.8.3 At a minimum, taxicab operator shall inspect and verify daily that any vehicle used to provide Services under this Contract has:
 - 10.1.8.3.1 Current and valid California vehicle registration and insurance;
 - 10.1.8.3.2 Fully functional heating and cooling ventilation systems;
 - 10.1.8.3.3 Fully functional and accessible seats and seatbelts for all passengers and driver;
 - 10.1.8.3.4 Fully functional doors and handles on all doors;

- 10.1.8.3.5 Fully functional speedometer;
 - 10.1.8.3.6 Fully functional horn, headlamps and taillights, turn signals, and windshield wipers;
 - 10.1.8.3.7 Fully functional wheelchair lifts, locks, racks, and/or ramps, or other vehicle accessibility and safe travel features.
 - 10.1.8.3.8 Intact and fully functional rearview mirrors; and,
 - 10.1.8.3.9 Safe tires with adequate tread depth (i.e., tires are inflated according to the tire manufacturer's specifications, and that the tires in use meet the vehicle manufacturer's recommended type and inflation pressure levels; check for uneven tread wear and uneven wear between front and back tires; ensure there are no exposed steel belts or bulges on the side walls, etc.).
 - 10.1.8.3.10 Contractor shall maintain a record of taxicab operators' daily log confirming vehicle inspection and shall not permit the use any vehicle for Services that does not meet the requirements herein in accordance with the record keeping requirements of this Contract, as listed in Contract Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement
- 10.1.8.4 Maintain a daily log confirming vehicle inspection and shall not use any vehicle for Services that do not meet the requirements herein.
 - 10.1.8.5 Not, at any time, travel with more passengers than vehicle may safely accommodate, and in no case shall driver travel with more than five passengers in vehicle.
 - 10.1.8.6 Shall call 911 immediately if Client is in need of medical services.
 - 10.1.8.7 Assist the Client to and from the vehicle and ensure the Client is properly secured in the vehicle (e.g., seat belts, wheel chair locks, etc.). Operator shall also properly secure Client's service animal if one is also transported with Client.
 - 10.1.8.8 Ensure any children in the vehicle are seated in an approved child restraint seat or, for children that are no longer required to use a child restraint seat, are seated correctly in a rear-seat, away from a front-end airbag.

- 10.1.8.9 Neither the Contractor nor any Subcontractor shall request or accept gratuities, favors, gifts, or anything of monetary value from Clients.
 - 10.1.8.10 Have visible in the vehicle a photo identification badge and/or other identifying certification in accordance with the requirements of the regulating transportation agency that commissions taxicabs within the Contractor's service area.
 - 10.1.8.11 Operate the vehicle safely at all times; obey all posted street and highway signs and all applicable requirements of the California Vehicle Code.
- 10.2 If Contractor is unable to provide taxicab services in the area requested, Contractor shall provide referral services to a County-approved Subcontractor to provide taxicab services in the requested area.
- 10.2.1 Subcontractor shall ensure that all taxicab operators fully meet all the criteria established in Subparagraphs 10.1.4 through and including 10.1.8.
- 10.3 Contractor shall maintain all records of vehicle maintenance, and all records for vehicle repairs needed to return vehicle for use to provide Services under this Contract, in accordance with the record keeping requirements of this Contract, as listed in Contract Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement.
- 10.4 Contractor and any Subcontractors shall be solely responsible for all accidents or collisions, traffic violations, parking citations, and any related payments or legal proceedings, including any resultant fines, penalties or judgments, incurred related to Contractor's or Subcontractor's performance under this Contract.
- 10.5 Contractor shall report every Service-related accident or collision, no matter how minor, even if there is no apparent damage or injury.
- 10.5.1 Accidents and collisions shall be reported to County by telephone and in writing or email within twenty-four (24) hours of the occurrence.
- 10.5.2 Contractor shall provide to County, if available, the police report, insurance appraisals, and claims connected with or resulting from any accident or collision reported.
- 10.5.3 Contractor shall also maintain all records documenting every accident or collision even if there is no apparent damage or injury, in accordance with the record keeping requirements of this Contract, as listed in Contract Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement.
- 10.6 Contractor shall provide enough physical assistance, short of lifting Client in and out of vehicle, to assist the client with their personal packages/belongings from the door of the point of origin, to the vehicle, and to the door of the destination.

- 10.7 Contractor shall provide transportation to and from all areas of Los Angeles County where the operator is licensed to do so at the licensed rate commencing on departure from the pick-up location and ending upon arrival at the drop-off point.
- 10.7.1 County will only pay for charges per rates in the area where Services are provided. Unit of measure and rates for taxicab services will be determined based on established rates set forth by the taxicab licensing agency and/or commission in which Contractor will provide services.
- 10.7.2 In the areas where the Contractor is not licensed to transport Clients, Contractor shall refer and coordinate the trip with a taxicab provider licensed by the government agency within the corresponding service area and on a subcontractor list approved in advance by County.
- 10.8.2.1 In areas where the taxicab licensing agency and/or commission within a corresponding service area does not have set maximum rates for taxicab service, the Contractor or Subcontractor will charge up to the maximum rates as allowed by the Los Angeles Department of Transportation Taxicab Commission.
- 10.7.3 Subcontractor shall bill the Contractor who shall reimburse Subcontractor, at the regulated rate for that service area.
- 10.7.3.1 Contractor shall submit payment request for Subcontractors included in its monthly invoice
- 10.7.4 Contractor shall submit to County copies of the actual meter receipts from the Contractor and any Subcontractor in its monthly invoice.
- 10.7.5 Contractor shall ensure all services provided by the Contractor and any Subcontractor abide by the rules and regulations established by the government agency responsible for regulating the service area where the service is provided.
- 10.7.6 Contractor shall provide Service within 15 minutes of Service request and shall inform County and the Client of possible time of delay should a Service call not be deliverable within 15 minutes.
- 10.7.7 At minimum, Contractor shall have the ability to provide service for Program Clients who require vehicles that have been modified to increase the interior size of the vehicle and to equip it with a means of wheelchair entry such as a wheelchair ramp or powered lift, to allow access.
- 10.7.8 Contractor shall respond within 24 hours to all calls and/or reports from County regarding performance and confirmation of service delivery via telephone call to the CMM.

10.7.9 Contractor agrees any work performed outside the scope of this Statement of Work shall be deemed a gratuitous act on the part of Contractor, and therefore, shall have no claim against the County.

10.7.10 Contractor shall provide dispatch through a password-protected online account reservation system which automatically directs dispatch to other County-approved taxi companies outside its service area and maintains client data, accounting and invoicing records.

10.7.11 Contractor will only provide rides for the number of passengers indicated and named in the dispatch request.

10.8 Customer Satisfaction Surveys

10.8.1 County will provide Contractor with an annual Customer Satisfaction Survey (Survey) for Clients to evaluate the Services provided by Contractor. Contractor must forward the original to County and also retain a copy on file and accessible to County for review. The results of the Surveys will also be used by Contractor to make quality improvements in Services and provided to all Clients. Contractor may be asked by County to comply with and develop other outcome measures.

10.8.2 The Survey shall be disseminated to all Clients each fiscal year and tallied by Contractor during the closeout period.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) chart (see Appendix B (Statement of Work Exhibits) Exhibit 2 - Performance Requirements Summary (PRS) Chart) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

- 13.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractor shall make Services available to any person impacted by a nationally-or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.
 - 13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.
- 13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in Subparagraph 13.1, to Program Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and subcontractors for reference before, during, and after such emergency event disruption.